

Office of the President of the Philippines PRESIDENTIAL COMMUNICATIONS OFFICE Manila

BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

For the

SUPPLY, DELIVERY, AND TESTING OF SPECIALIZED ICT EQUIPMENT AND EDITING NEWS GRAPHICS SOFTWARE APPLICATIONS TWO (2) LOTS

(Procurement/Contract No. 2023-PCO-116-A; and 2023-PCO-116-B)

Sixth Edition

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF - Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project— Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the

agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN - United Nations.



Office of the President of the Philippines PRESIDENTIAL COMMUNICATIONS OFFICE Manila

Section I. Invitation to Bid

FOR THE

SUPPLY, DELIVERY, AND TESTING OF SPECIALIZED ICT EQUIPMENT AND EDITING NEWS GRAPHICS SOFTWARE APPLICATIONS

(Procurement/Contract No. 2023-PCO-116-A; and 2023-PCO-116-B)

1. The Presidential Communications Office (PCO), through the General Appropriations Act of 2023 intends to apply the following sum:

PROCUREMENT / CONTRACT NO.	LOT NOS.	DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC)
2023-PCO-116-A	1	Supply, Delivery and Testing of Specialized ICT Equipment	PHP 36,301,930.00
2023-PCO-116-B	2	Supply and Delivery of Editing News Graphics Software applications	PHP 5,500,000.00
		Total	PHP 41,801,930.00

being the ABC to payments under the contract for the project: Supply, Delivery, and Testing of Specialized ICT Equipment and Editing News Graphics Software applications for the Government Communications Academy of the Presidential Communications Office (Procurement/Contract No. 2023-PCO-116-A; and 2023-PCO-116-B).

Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The PCO now invites bids for the above procurement project. Supply and Delivery of the Goods shall be in accordance with Section VI. Schedule of Requirements, and Section VII. Bidders should have completed, within five [5] years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4. Prospective Bidders may obtain further information from PCO BAC Secretariat and through the e-mail address given below and inspect the Bidding Documents posted at the PCO website.
- 5. A complete set of Bidding Documents, in digital copy, may be acquired by interested Bidders starting **27 November 2023** from the PCO website given below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:

PROCUREMENT / CONTRACT NO.	LOT NOS.	DESCRIPTION	APPLICABLE FEES
2023-PCO-116-A	1	Supply, Delivery and Testing of Specialized ICT Equipment	PHP 15,000.00
2023-PCO-116-B	2	Supply and Delivery of Editing News Graphics Software applications	PHP 5,000.00

- 6. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by sending a clear scanned copy of the Official Receipt **on or before the deadline of submission of bids** to the PCO BAC Secretariat e-mail given below.
- 7. The PCO will hold a Pre-Bid Conference on **06 December 2023** at **10:00 AM** on the 7th Floor, Times Plaza Building, Ermita, Manila. Pre-registration shall be required for all interested suppliers to access. Those interested bidders must provide complete information in the Google Forms which may be accessed via this link: https://forms.gle/qK8SYhuZKUiJ2SvL6.

Maximum of Two (2) authorized representatives will be allowed to join the Pre-bid conference per company.

Prospective bidders are encouraged to discuss any concerns or clarifications about the eligibility requirements including the technical specifications in the said conference.

8. Bids must be duly received and acknowledged by the BAC Secretariat through manual submission on or before 20 December 2023 at 8:00AM. Late bids shall not be accepted.

- 9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 10. Bid opening shall be on **20 December 2023** at **10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. Prospective bidders are requested to organize and submit their Bids manually and suppliers are hereby reminded, as follows:

To facilitate the evaluation of documents, the bidder is encouraged to include a table of contents per envelope, corresponding page numbers, and title pages before the actual document. For reference, the sample bidding documents may be downloaded via these links: <u>Technical Component Envelope</u> (1st Envelope); <u>Financial Component Envelope</u> (2nd Envelope).

In case the bidder fails to submit any or all of the documentary requirements in a password-protected PDF files, the bid/quotation will automatically be disqualified and shall be declared as "FAILED" and the supplier will no longer be allowed to participate further in the procurement activities scheduled for this Project.

- 12. The PCO reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 13. For further information, please refer to:

MARY WILLEN DJ. RENOMERON

Head, Bids and Awards Committee Secretariat
Office of the Bids and Awards Committee Secretariat
7th Floor, Times Plaza
United Nations Ave., Ermita,
City of Manila

Phone No.: (02) 8734-5968

E-mail Address: bac1@pco.gov.ph

Website: pco.gov.ph

14. You may visit the following websites:

For downloading of Bidding Documents: https://pco.gov.ph/procurement/

https://www.philgeps.gov.ph/

For online bid submission:

bac1@pco.gov.ph

Issued on 27 November 2023

(Original signed) ASEC. EUGENE HENRY C. RODRIGUEZ Chairperson Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

1. The Procuring Entity, Office of the Press Secretary, wishes to receive Bids for the Supply, Delivery and Testing of Specialized ICT Equipment (2 Lots). with Identification number: 2023-PCO-116-A; and 2023-PCO-116-B.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2023 in the amount of Forty-One Million Eight Hundred One Thousand Nine Hundred Thirty Pesos (PHP 41,801,930.00)
- 2.2. The source of funding is the **2023 General Appropriations Act.**

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one [1] contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least Twenty-Five (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

7. Subcontracts

7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through Zoom videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three [3] years** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **27 March 2024** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disgualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the IB.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as: One Project having several items which shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

ITB Clause							
5.3	For this purpose, contracts similar to the Project shall be:						
	Lot 1: Supply, Delivery and Testing of Specialized ICT Equipment Lot 2: Supply and Delivery of Editing News Graphics Software applications						
	and comp	ntracts which involve goods and services of lexity as the subject matter of the project lon-Policy Matter No. 159-2017); and					
		d within three [3] years prior to the deadli	ine for the				
7.1		n and receipt of bids. cting is not allowed.					
12		instruction.					
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;						
	LOT Description Amount						
	Lot 1 Supply, Delivery and Testing of Specialized ICT Equipment PHP 726,038.6						
	Supply and Delivery of Editing Lot 2 News Graphics Software PHP 1,815,096.5 applications						
	or						
	c. The amount of not less than the following if bid security is in Surety Bond.						
	LOT Description Amount						
	Lot 1 Supply, Delivery and Testing of Specialized ICT Equipment PHP 1,815,096.5						
	Lot 2	Supply and Delivery of Editing News Graphics Software applications	PHP 275,000.00				

19.3	The proposed Approved Budget for the Contract of the project: Procurement of Prepaid Load Cards for CY 2023 is
20.2	Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the bidder shall submit the following: a. original/physical copies of the technical and legal documents, and financial documents submitted and subjected to preliminary examination during bid opening; b. latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); and c. other appropriate licenses and permits required by law and stated in the Bidding Documents and Supplemental/Bid Bulletin.
21.2	No further instruction.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV** (**Technical Specifications**) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

GCC Clause	
	Delivery and Documents –
1	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to this Contract are delivered at the Presidential Communications Main Office located at 7 th floor Times Plaza Building, Taft Avenue Corner United Nations Avenue, Ermita, Manila. Risk and title will pass from the Supplier to the OPS upon receipt and final acceptance of the Goods at their final destination.
	Supply and Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause, the Procuring Entity's Representatives at the Project Site is:
	Ms. Ana Katrina De La Cruz Executive Assistant II, Office of the Undersecretary for Content Production 2U Kimimori Bldg, Malacañang Compound, San Miguel, Manila Telephone No. 8734-5966 loc 106
	Incidental Services –
	The Supplier is required to provide all services specified in Section VI. Schedule of Requirements.
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Packaging –
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take

GCC Clause into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier **Contract Description** Final Destination **Gross Weight** Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. Transportation -Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that

carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when

GCC Clause	
	the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
2.2	No further instruction.
4	The inspection/tests of the goods shall be done as required under Section VII. Technical Specifications.

Section VI. Schedule of Requirements

The delivery schedule expressed as calendar days stipulates hereafter a delivery date which is the date of delivery to the project site.

COMM COVE	LY, DELIVERY, INSTALLATION, TRAINING IISSIONING OF CELLULAR BONDED AND IUNICATIONS EQUIPMENT FOR LIVE NEWS AND RAGE OF THE PRESIDENTIAL COMMUNIC Irement/Contract No. 2023-PCO-090)	IP I	BROADCAST IC AFFAIRS
ITEM NO.	DESCRIPTION	QTY	DELIVERY SCHEDULE
1	SUPPLY, DELIVERY, AND TESTING OF SPECIALIZED ICT EQUIPMENT AND EDITING NEWS GRAPHICS SOFTWARE APPLICATIONS (Procurement/Contract No. 2023-PCO-116-A; and 2023-PCO-116-B) Section VII. Technical Specifications	Lot	Forty-five (45) Calendar Days from issuance of Notice of Award of Purchase Order

Conforme:	
Full Name and Signature of	:
Bidder/Authorized Rep.	
Designation	:
Name of Company	:

Section VII. Technical Specifications

Bidders must state "Comply" in the column "Statement of Compliance" against each of the individual parameters of each "Specifications."

SUPPLY, DELIVERY, AND TESTING OF SPECIALIZED ICT EQUIPMENT AND EDITING NEWS GRAPHICS SOFTWARE APPLICATIONS

LOT 1: SUPPLY, DELIVERY AND TESTING OF SPECIALIZED ICT EQUIPMENT (Procurement/Contract No. 2023-PCO-116-A)

(Procurement/Contract No. 2023-PCO-116-A)					
ITEM NO.	DESCRIPTION	QTY	STATEMENT OF COMPLIANCE		
1	Hybrid Mirrorless camera with full frame sensor w/ more or less 33 megapixels, can shoot 4K 60p Mirrorless Hybrid Camera 33MP Full-Frame CMOS Sensor Up to 10 fps Shooting, ISO 100-51200 4K 60p Video in 10-Bit, 120 fps Refresh Rate more or less 3" Vari-Angle Touchscreen LCD Fast Hybrid AF, Real-time Eye AF Focus Breathing Compensation 5-Axis Steady Shot Image Stabilization Creative Looks and Soft Skin Effect 4K 15p UVC/UAC Streaming via USB Type-C	20			
2	(should be compatible in item 1.0) Standard constant f2.8 aperture lens Covers the Full-Frame Sensor Format Focal range: 24-70mm Aperture Range: f/2.8 to f/22"	10			
3	(should be compatible in item 1.0) Wide angle zooms constant f2.8 lens Covers the Full-Frame Sensor Format Focal range: 16-35mm Aperture Range: f/2.8 to f/22"	10			
4	(should be compatible in item 1.0) Telephoto zoom constant f2.8 lens Covers the Full-Frame Sensor Format Focal range: 70-200mm Aperture Range: f/2.8 to f/22"	10			

5	(should be compatible in item 1.0) SD Card that can read and write at 300mbps 300mbps read / write memory card, SDXC II, V90, 128 GB	40	
6	Drone camera, up to 4K60p Video & 48MP Raw Stills, 8.8 oz Weight, Tri-Directional Obstacle Avoidance, Drone RC Remote Included	2	
7	Camera protection cage Drop protection and mounting attachment to mirrorless cameras	20	
8	HDMI 2.1 cable set at 5m and 1 Om Supports 3D, DCI 4K, Deep Color 24kt Gold-Plated Connectors HDMI Ethernet Channel Audio Return Channel	10	
9	Professional Video Tripod Fluid Head Carbon Fiber body Height at least 5Ft or longer fully extended	20	
10	Professional 3 axis gimbal Carbon fiber body, at least 10 lb Payload, 1.8" OLED Touchscreen, Instant Mode Switching, Auto-Lock Axes, Supports Wireless Transmitter, LiDAR	10	
11	Compact Analog/USB Camera-Mount Shotgun Microphone Runs on Plug-In Power or USB Power Simple Operation with No Controls 3.5mm TRS Output to Camera or Headphones USB Type-C Digital Audio Output Detachable Flat 3.5mm Cable Windscreen Includes Shoe/Pole Shock mount	10	
12	2-person mic lavalier set Fully equipped 2-person digital wireless omni lavalier microphone system 2-Person Interviews, Vlogs & Podcasts Built-In Omni Mics, 2 Omni Lav Mics	20	

	2 x Mini Clip-On Transmitters/Recorders Dual-Channel Miniature Clip-On Receiver Easy Setup with No Menus Stereo or Dual-Mono Output Modes 7-Hr Rechargeable Batteries+ USB Power Powerful Features/Customization via App USB Audio Interface Functionality Up to 8 Miles on Set / 656' Range		
	Radio and Streaming		
13	Compact live streaming switcher with ISO recording 8-Channel 3G-SDI Live Streaming Switcher Supports up to 1080p60 RTMP Streaming via Ethernet or USB-C Record Program Out and Individual Inputs 11-Input, 2-Channel Audio Mixer Input Frame Rate and Format Converter Re-Sync on All 3G-SDI Inputs HD Multiview Output with up to 16 Views Local and Software Switching 4 x Upstream, 2 x Downstream Keyers	8	
14	Compact Integrated Audio Production Studio 4 High-End Mic/Line/Instrument Preamps 6 Faders and Large Color Touchscreen Multitrack Recording to microSD or USB Mix-Minus for Phone Call Interviews Studio-Quality Processing 4 Headphone Outputs for Host and Guests 8 Programmable Pads for Audio, FX & MIDI 2 Built-In Wireless Mic Receivers Bluetooth for Calls & Wireless Playback"	8	
15	IPS LED Monitor 27" 4K resolution or better At least 60Hz refresh rate	8	
16	Two-section, spring-loaded broadcast microphone arm 32" (820mm) Horizontal Reach 33" (840mm) Vertical Reach Touch-Fastener Cable Wraps Desk-Clamp Included Desk-Insert Hardware	4	

17	Broadcast-style dynamic microphone Broadcast Sound in USB Format USB and XLR Connections Built-In Pop Filter for Plosives 3.5mm Jack with Direct Monitoring Companion App for Sonic Optimization Cardioid Pattern Minimizes Room Pickup Integrated Touch Panel for Mic Controls High-Quality 48 kHz / 24-Bit Audio Frequency Range 20 Hz to 20 kHz 1 x XLR 3-Pin Male (on mic) Analog Output USB & Digital Output Female (on Mic): 1 x Micro-USB Headphone Output: 1 x 1/8" / 3.5 mm	20	
18	Acoustic Treatment: 2 55" OLEO 4K TV Monitor 55" 4K OLEO 120Hz , Resolution: 4K Ultra HD (3,840 x 2,160), Supports 4K 120Hz, eARC, VRR, ALLM, QMS as specified in HDMI 2.1 (4 port), HDR10 / HLG, 4K 120 fps (HDMI, USB)	8	
19	Lights 100 watt COB LED light 100d Daylight LED Mono light For Video Production and Vlogging Output: 39,500 Lux at 3.3' w/ Reflector 5600KCCT AC Power or Optional Battery Station Onboard & App Control CRI 95 I TLCI 95 I CQS 92 I SSI 72 Active Cooling Bowens S Accessory Mount 8 Preset Special Effects Includes Reflector, Power Supply & Cable	20	
20	60watt flat LED light	20	

	COB 60d S Daylight LED Mono light For Video Production & Vlogging Output: 37,800 Lux@ 3.3' with Reflector 5600KCCT AC or Battery Power Onboard & App Control CRI 96 I TLCI 99 I SSI 86 Active Cooling Bowens S Accessory Mount 8 Preset Special Effects Includes Reflector, Power Supply & Bag or its equivalent or better		
21	Tube LED light RGB LED Tube Light Output: Approximately 647 Lux at Approximately 3.3' (5600K) 2700-7500K CCT; RGB Mode Onboard, Wireless, DMX & App Control CRI 97 J TLCI 98 I TM-30 94 & 101 15 Preset Special Effects Built-In Rechargeable Battery; AC Power T12 or 1/4"-20 Mounting Works with Optional Barndoors & Grid Includes AC Adapter, Mounting Clip & Bag or its equivalent or better	20	
22	Lantern Soft box 3-Foot Diameter 1-Stop White Translucent Includes Skirt for Controlling Light Near 360° Beam Angle Built-In Bowens Speed Ring For Hanging Overhead For LEDs or Strobe or its equivalent or better	20	
23	C-stand C-stand, 2.5" grip head, and 40" extension arm Detachable Base Twist-and-Release Locking Legs 40" Riser 22 lb Load Capacity 40" Grip Arm with Attached 2.5" Head 2.5" Grip Head 5/8" Top Stud or its equivalent or better	20	

24	Media Asset Management NETWORK ATTACHED STORAGE (200TB), brand new Complies with the following minimum requirements: Network Attached Storage (NAS) 6-core (12-thread) 2.2 GHz, turbo boost up to 2.7 GHz Hardware encryption AES-NI Memory 16 GB DDR4 ECC SODIMM (Upgradable up to 48 GB) Compatible drive types• 12 x 3.5" or 2.5" SATA HDD/SSD Hot swappable drives Yes At least 200TB Storage External ports • 2 x USB 3.2 Gen 1 ports - 2 x Expansion ports (Mini-SAS HD) Form factor Desktop LAN ports - 1 x 1GbE RJ-45 - 2 x 1 GbE RJ-45 Wake on LAN/WAN Yes	2	
	Warranty: At least one (1) year warranty, including technical support and hardware replacement services or its equivalent or better		
25	HIGH-END Projector, latest and brand new Complies with the following minimum requirements: Native Resolution: 4K UHD (3840 x 2160)* Brightness: Up to 5000 ANSI lumens** Lamp Type: Laser (LD + P/W) Lamp Life: Up to 20,000 hrs Display Type: DLP Contrast Ratio: 3,000,000:1 Throw Ratio: 0.94 to 1.14 Zoom: 1.2x	1	

	Projection Image: 100" diag 6.6 ft to 8.1 ft lens to wall Screen Size: 40" - 300" Lens Shift: Horiz ± 20% I Vert± 50% Aspect Ratio: 16:9/Original/4:3Nertical Zoom I All-Direction Zoom HDR: HDR10 HDCP: HDCP2.2 TruMotion: Yes Web Browser: Yes USS Content: Movie, Music, Photo HID: Yes (Keyboard/Mouse/GamePad Connection Thru USS) AUDIO Built-in Speakers: 1 OW (SW+ SW) Bluetooth AV Sync Adjustment: Yes HDMI Audio Return Channel (ARC):Yes Sound Sync (with Sound Bar): Yes HDMI: 2.0 Yes (X2) USS: Type A USS 2.0 (x2) RS-232C: Yes HDBaseT: Yes RJ45: Yes IP Control: Yes (Crestron, Control 4, and Savant) Speaker out Yes (3.5mm) CONNECTIVITY/WIRELESS Bluetooth (with speaker): Yes Screen Share: Yes (with Miracast supporting device) Wireless Contents Share: Yes (with DLNA supporting device)		
26	77" OLEDTV 77-inch OLEO Panel Self-Lit OLEO, Home Hub, Dolby Vision, Dolby Atmos VRR, HDR10 Pro, Bluetooth HDMI 2.1 4K@120FPS, Wi-Fi, LAN Port	4	
27	ACCESS POINT, latest and brand new Complies with the following minimum requirements: Wi-Fi 6 (802.11 ax) indoor wireless access point, selectable dual-band	15	

	(5G+5G or 2.4G+5G), up to 4 total spatial streams and maximum 2.4Gbps wireless throughput, 1 10/100/1 000BASE-T uplink port, integrated with Bluetooth Low Energy support PoE and local power supply; Bundled with Access Point Cloud Service lifetime license 1-port PoE Adaptor (1 000base-T, PoE+) The configuration of Access Point cloud setup included Maintenance Services includes: -Includes 8 x 5 Technical Support Service within the subscription periodSupport service includes (remote access assistance through web, phone, email and vpn access) Supply and delivery is within PCO Head Office. Onsite configuration and testing of the Access Point is within PCO Head Office. Supplier will provide a remote assistance during the deployment of Access Point to GCA, BUKIDNON. Warranty and Support Warranty: At least one (1) year warranty, including technical support and hardware replacement services. or its equivalent or better		
	HIGH-END LAPTOP 14-inch, latest and		
28	brand new Complies with the following minimum requirements: 8-core CPU, 10-core GPU, 16-core Neural Engine RAM: 8GB memory Storage: 512GB SSD Screen: 14-inch ?OW USB-C Power Adapter Two High-speed ports, HDMI port, SDXC card slot, headphone jack, Magnetic Charging Compatibility, At Keyboard with biometric authentication	30	

	Software: Operating System: Latest Licensed operating system 64 bit Latest (Word processing, spreadsheet & slides presentation) for Business, perpetual-license, without annual subscription fees, Online download installer with CD key. Warranty: At least one (1) year warranty, including technical support and hardware replacement services -or its equivalent or better		
29	Professional Monitor 31' 4K Mid End "32"" 16:9 IPS Panel DisplayPort I HDMI I USB Type-C 4K UHD 3840 x 2160 at 60 Hz 5 ms (GtG) Response Time 1000:1 Static Contrast Ratio 1000 Nits Brightness 1.07 Billion Colors with HDR10 100% sRGB, 99.5% Adobe RGB, 98% DCI-P3 X-rite i1 Display Pro Included Built-In USB Hub"	20	
30	HIGH-END DESKTOP (64GB memory, 2TB SSD), latest and brand new Complies with the following minimum requirements: Processor: 24-Core, 68MB Cache, 3.0GHz to 5.8GHz Boost Clock Videocard:24GB GDDR6X RAM:64GB DDR5, 4800 MT/s Storage:2TB SSD WIRELESS:Wi-Fi 6E Keyboard and mouse Front 1/0 ports: 1 x USB 3.2 Gen 2 Type C 2 x USB 3.2 Gen 1 Type A 1 x Mic in / 1 x Headphone out Rear 1/0 ports: 1 x USB 3.2 Gen 2x2 Type C	15	

	3 x USB 3.2 Gen 2 Type A 2 x USB 2.0 Type A 1 x Supports HDMI™ 1.4 2 x RJ45 (2.5G + 1 G LAN) 1 x PS/2 5 x Audio Jack 1 x S/PDIF Complete with interface cable, power cord Software Operating System: Latest Licensed operating system 64 bit Warranty: At least one (1) year warranty, including technical support and hardware replacement services or its equivalent or better		
31	HIGH END LAPTOP 16-inch, (1TB SSD, 8GB Graphics), latest and brand new Complies with the following minimum requirements: Processor: Total 8-core/16-thread, 20MB cache, up to 4.7 GHz max boost) Storage: 1TB, M.2, PCle NVMe, SSD Graphics: 8GB GDDR6 14"" QHD (2560 x 1600) Operating System: Latest Licensed professional operating system 64 bit, Latest (Word processing ,spreadsheet & slides presentation) for Business perpetual-license, without annual fee subscriptions, Online download installer with CD key. Accessories: Complete with interface cable, software drivers, power cord, and other standard accessories Warranty: At least one (1) year warranty, including technical support and hardware replacement services. or its equivalent or better	10	

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Full Name and Signature of	
Bidder/Authorized Rep.	:

Designation	:
Name of Company	:

Section VII. Technical Specifications

Bidders must state "Comply" in the column "Statement of Compliance" against each of the individual parameters of each "Specifications."

SUPPLY, DELIVERY, AND TESTING OF SPECIALIZED ICT EQUIPMENT AND EDITING NEWS GRAPHICS SOFTWARE APPLICATIONS

LOT 2: SUPPLY AND DELIVERY OF EDITING NEWS GRAPHICS SOFTWARE APPLICATIONS (Procurement/Contract No. 2023-PCO-116-B)

	APPLICATIONS (Procurement/Contract No. 2023-PCO-116-B)			
ITEM NO.	DESCRIPTION	QTY	STATEMENT OF COMPLIANCE	
1	MULTIMEDIA EDITING SOFTWARE ALL APPS, latest Complies with the following minimum requirements: - Video editing software for film, TV, Web, Creative tools - integration with other multimedia apps and services, and the power to help you craft footage into polished films and videos in one seamless workflow. Cloud based; - Create vector-based graphics and illustrations for print. web, video, and mobile; - Create custom-branded graphics, web pages, and video stories in minutes - Easily create high quality, photorealistic 3D images;	20 licenses		

	 Browse, organize, and search your photos and design files in one central place; and Subscription for twenty-four (24) months. 		
2	PHOTO EDITING SOFTWARE, latest Complies with the following minimum requirements: - Image Editing, Layers, Selection Tools, Retouching and Restoration, Color Correction and Enhancement, Fillers and Effects, Text and Typography, Vector Graphics, Automation. Cloud based; - Supported operating system: Latest Licensed operating system 64 bit; and - Subscription for twenty-four (24) months.	20 licenses	
3	VIDEO EDITING SOFTWARE, latest Complies with the following minimum requirements: - Video Editing: Provides a wide range of video editing tools and features, including timeline-based editing, trimming, cutting, merging, and arranging video clips; - Multi-cam Editing: Supports multicamera editing, allowing users to work with footage from multiple cameras simultaneously and easily switch between camera angles; - Advanced Effects and Transitions: Includes a library of video effects, transitions, and filters to enhance the visual appeal of your videos. It also supports third-party plug-ins for additional effects; - Color Correction and Grading: With powerful color correction and grading tools, making it suitable for professional color correction and color grading tasks.	20 licenses	

- Audio Editing: Provides audio editing capabilities, including mixing, leveling, and adjusting audio tracks. It supports multi-channel audio and can work with external audio hardware.
- Motion Graphics and Titles: Can create and customize motion graphics, titles, and text overlays using built-in tools. Integration with Motion, allows for advanced motion graphics creation.
- Supported operating system: Latest Licensed operating system 64 bit Perpetual-license

Conforme:	
Full Name and Signature of	
Bidder/Authorized Rep.	:
Designation	:
Name of Company	:

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Document

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <u>and</u>
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u>
- (f) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

 (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; and
- (b) Original of duly signed and accomplished Price Schedule(s).

